UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:) Bankr. No. 18-24697 CMB
WILBUR L. BURTON AND SHARON) Chanton 12
C. BURTON,) Chapter 13
Debtors.)
WILBUR L. BURTON AND SHARON C. BURTON,) Docket No. 83) Related to Docket No. 47, 52; Claim-10-2
Movants,)
) Hearing Date & Time:)
	,)
VS.)
LAND HOME FINANCIAL SERVICES, servicer for ATLANTICA,)))
Respondent.))

NOTICE OF PROPOSED MODIFICATION OF CONFIRMED PLAN DATED July 12, 2019

1. Pursuant to U.S.C. \$1329, the Debtors have filed an Amended Chapter 13 Plan dated March 201, 2020, which is annexed hereto as Exhibit "A" (the Amended Chapter 13 Plan). Pursuant to the Amended Chapter 13 Plan, the Debtors seek to modify the confirmed Plan in the following particulars:

The mortgage company filed an amended proof of claim. An Amended Chapter 13 Plan is being filed and revised in accordance with the amended proof of claim. The mortgage arrears are not being inserted into the Plan, as the Debtors will seek a loan modification through the Loss Mitigation Program.

2. The proposed modification to the confirmed plan will impact the treatment of the claims of the following creditors, and in the following particulars:

The new mortgage company, Atlantica will receive the correct monthly mortgage payment.

3. Debtors submit that the reason for the modification is as follows:

The mortgage company filed an amended proof of claim that now has the correct monthly mortgage payment, which has now been inserted into an Amended Chapter 13 Plan.

4. The Debtors submit that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtors further submit that the proposed modification complies with 11 U.S.C. #1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtors respectfully request that the Court enter an order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 20th day of March, 2020.

/s/ Rodney D. Shepherd Rodney D. Shepherd, Esquire Attorney for the Debtors PA I.D. 56914

2403 Sidney Street Suite 208 Pittsburgh, PA 15203 (412) 471-9670 rodsheph@cs.com

3/20/2020

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		tify your case:		
Debtor 1	Wilbur	L.	Burton	
20010.	First Name	Middle Name	Last Name	
Debtor 2	Sharon	C.	Burton	
(Spouse, if filing)	First Name	Middle Name	Last Name	
United States Bankruptcy Court for the Western District of Pennsylvania Case number 18-24697				
	18-24697			

\times	Check if this is an amended
	plan, and list below the
	sections of the plan that have
	been changed.
Sec	tion 3.1 has been amended to reflec
the	amended proof of claim

Western District of Pennsylvania

Chapter 13 Plan Dated: Mar 20, 2020

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Notices

To Debtors:

This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable. The terms of this plan control unless otherwise ordered by the court.

In the following notice to creditors, you must check each box that applies.

To Creditors:

YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

IF YOU OPPOSE THIS PLAN'S TREATMENT OF YOUR CLAIM OR ANY PROVISION OF THIS PLAN, YOU OR YOUR ATTORNEY MUST FILE AN OBJECTION TO CONFIRMATION AT LEAST SEVEN (7) DAYS BEFORE THE DATE SET FOR THE CONFIRMATION HEARING, UNLESS OTHERWISE ORDERED BY THE COURT. THE COURT MAY CONFIRM THIS PLAN WITHOUT FURTHER NOTICE IF NO OBJECTION TO CONFIRMATION IS FILED. SEE BANKRUPTCY RULE 3015. IN ADDITION, YOU MAY NEED TO FILE A TIMELY PROOF OF CLAIM IN ORDER TO BE PAID UNDER ANY PLAN.

The following matters may be of particular importance. Debtor(s) must check one box on each li includes each of the following items. If the "Included" box is unchecked or both boxes are checked on each li II be ineffective if set out later in the plan.

1.1	A limit on the amount of any claim or arrearages set out in Part 3, which may result in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate such limit)	Included	Not Included
	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4 (a separate action will be required to effectuate such limit)	☐ Included	Not Included
1.3	Nonstandard provisions, set out in Part 9	☐ Included	Not Included

Part 2:

Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee:

Total amount o follows:	f \$ <u>1,629.21</u> per	month for a remaining plan to	erm of <u>60</u> months sha ll be paid	to the trustee from future earnings as
Payments	By Income Attachment	Directly by Debtor	By Automated Bank Transfer	
D#1	\$0.00	\$0.00	\$629.21 	_
D#2	\$0.00	\$0.00	\$1,000.00	

(Income attachments must be used by debtors having attachable income) (SSA

(SSA direct deposit recipients only)

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2.2	Additional payments	:		•				
	Unpaid Filing Fee	es. The balance of \$ _	sh	a ll be fu lly paid by	the Trustee to	he C l erk of	the Bankruptcy	Court from the first
	Check one.							
	None. If "None" is	s checked, the rest of S	Section 2.2 need not	be completed or r	eproduced.			
		I make additional pa of each anticipated pa		stee from other s	ources, as spe	cified be l ow	v. Describe the	source, estimated
2.3	plus any additional	be paid into the pla sources of plan fund	**	•	y the trustee b	ased on th	e total amoun	t of plan payments
Pai	rt 3: Treatment o	of Secured Claims						
3.1	The debtor(s) will the applicable cor arrearage on a lis ordered as to any	nents and cure of def s checked, the rest of S maintain the current of tract and noticed in co sted claim will be paid item of collateral lister al will cease, and all se	Section 3.1 need not contractual installme onformity with any a in full through disb d in this paragraph,	be completed or r nt payments on th pplicable rules. T ursements by the then, unless other	reproduced. ne secured clain hese payments trustee, withou wise ordered by	wi ll be disb t interest. the court,	ursed by the tru If relief from the all payments ur	ustee. Any existing e automatic stay is
	Name of creditor		Collateral		Current installme payment	ent	Amount of arrearage (if any)	Start date (MM/YYYY)
	Atlantica (Accoun xxxxxx2186)	t No.	Residence-104 We Verona, PA 15147		\$1,0	71.48	\$0.00	01/2019
3.2	The remainder or	n of security, payments checked, the rest of States of this paragraph will be request, by filing a semilisted below, the defirm. For each listed claim wed claim that exceed secured claim is listed	Section 3.2 need not pe effective only if a sparate adversary public (s) state that the tim, the value of the distribution as having an appropriate ordernt Collateral	the applicable book roceeding, that the evalue of the sec secured claim will be secured claim will be secured claim will no value, the creating	reproduced. x in Part 1 of the secourt determination of the court determination of the court determination of the court of claims senior.	is plan is one the value and be as so ith interest an unsecuration will be	checked. The of the secured set out in the contact the rate state red claim under the treated in its conceeding).	olumn headed d below. Part 5. If the
		claim (See Para. below)		Collateral	to creditor's claim	claim		creditor
	Ally Financial	\$19,785.00	2015 Ford	\$17,481.90	\$0.00	\$17,481.5	50 5%	\$329.75

Insert additional claims as needed.

Escape

Filed 03/20/20 Entered 03/20/2000 08:4:1:2718-20 08:5c Main Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate \$0.00 0% \$0.00 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral Modified principal Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced. The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon

confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

Insert additional claims as needed.

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2 6	Secured	4	-1-:	
J.D	Secureo	Lax	ciain	15.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Rodney D. Shepherd	In addition to a retainer of $\$\frac{1}{1}$	00.00	of which \$	w	/as a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of	the debtor,	the amount c	of \$3,000.00	is
to be paid at the rate of \$200.00 per month. Including any retai	ner paid, a total of \$	in fees and	costs reimbu	rsement has	been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit a	nd previous	ly approved	application(s	s) for
compensation above the no-look fee. An additional \$ v	rill be sought through a fee applic	cation to be	filed and app	proved before	e any
additional amount will be paid through the plan, and this plan contai	ns sufficient funding to pay that	additional a	mount, witho	ut diminishing	g the
amounts required to be paid under this plan to holders of allowed unso	ecured claims.				
Check here if a no-look fee in the amount provided for in Local Ba	nkruntov Rule 9020-7(c) is being	requested fo	r services re	ndered to the	۷.

t's Loss Mitigation Program (do not include the no-look fee in the total amount of

compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4.

debtor(s) through participation in the bankruptc

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Document Page 7 of 11 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit. If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. Check here if this payment is for prepetition arrearages only. Name of creditor (specify the actual payee, e.g. PA Description Claim Monthly payment SCDU) or pro rata \$0.00 \$0.00 Insert additional claims as needed. 4.6 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid \$0.00 Insert additional claims as needed. 4.7 Priority unsecured tax claims paid in full. Total amount of claim Type of tax Name of taxing authority Interest Tax periods rate (0% if blank)

\$0.00

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0%

Insert additional claims as needed.

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Treatment of Nonpriority Unsecured Claims

- 4						
5.1	Nonpriority unsecured claims not separately cla	assified.				
	Debtor(s) <i>ESTIMATE(S)</i> that a total of \$0.00 will be available for distribution to nonpriority unsecured creditors.					
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set for .S.	of \$ <u>0.00</u> shall be C. § 1325(a)(4).	paid to nonpriority unsecure	ed creditors to comply v	vith the liquidation	
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within tincluded in this class.	plan base will be determ itors is <u>0</u> %. T d unless all timely filed da	ined only after audit of the place of the percentage of payment raims have been paid in fu ll .	olan at time of completion may change, based upo Thereafter, all late-filed	on. The estimated n the total amount claims will be paid	
5.2	Maintenance of payments and cure of any defa	ult on nonpriority unsec	cured claims.			
	Check one.					
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below or which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage					
	amount will be paid in full as specified below a	•				
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)	
		\$0.00	\$0.00	\$0.00		
	Insert additional claims as needed.			-		
5.3	Postpetition utility monthly payments.					
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim pay not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds debtor(s) after discharge.					
	Name of creditor	Monthly pa	yment Postpetit	ion account number		

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

Insert additional claims as needed.

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5.4	Other separately classified r	Other separately classified nonpriority unsecured claims.						
	Check one.							
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.							
	The allowed nonpriority ur	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:						
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate pa	imated total ments trustee		
				\$0.00	0%	\$0.00		
	Insert additional claims as nee	ded.						
Pa	rt 6: Executory Contrac	cts and Unexpired Leases				_		
6.1	The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Name of creditor Description of leased property or executory contract Desc							
			\$0.00	\$0.00	\$0.00			
	Insert additional claims as needed.							
Pa	rt 7: Vesting of Propert	y of the Estate						
7.1	Property of the estate shall n	ot re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the confi	med plan.		
Pa	rt 8: General Principles	Applicable to All Chapter 13 Pla	ans					

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptc. Iaw, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affec treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By fili tor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Wilbur L. Burton	XSharon L. Burton		
Signature of Debtor 1	Signature of Debtor 2		
Executed onMar 27, 2020	Executed onMar 20, 2020		
MM/DD/YYYY	MM/DD/YYYY		
X /s/ Rodney D. Shepherd	Date Mar 20, 2020		
Signature of debtor(s)' attorney	MM/DD/YYYY		